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Attorney Docket No.: 16820.P345

OCT 11 2005

Patent

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:)
 Hae-Seung Lee et al.) Examiner: Not yet assigned
 Application No.: 10/751,562)
 Filed: 1/5/04) Art Unit: 2818
 For: PRECISE CMOS IMAGER TRANSFER)
 FUNCTION CONTROL FOR EXPANDED)
 DYNAMIC RANGE IMAGING USING)
 VARIABLE-HEIGHT MULTIPLE)
 RESET PULSES)

Commissioner for Patents
 P.O. Box 1450
 Alexandria, VA 22313-1450

**CHANGE OF CORRESPONDENCE ADDRESS,
POWER OF ATTORNEY, AND REVOCATION OF PREVIOUS POWERS**

Please direct all future correspondence regarding the above-referenced patent

application to Daniel E. Ovanezian, Reg. No. 41,236, Blakely,
 Sokoloff, Taylor, & Zafman LLP, 12400 Wilshire Boulevard, Seventh Floor, Los Angeles,
 California 90025, and direct all telephone calls to the same at (408) 720-8300.

SMaL Camera Technologies
 (Name of Assignee)
 ("assignee"), a company organized under the laws of Delaware, having a
 place of business at 10 Wilson Road, 3rd Floor, Cambridge, MA 02138-1128,
 (Address)
 hereby states that to the best of assignee's knowledge and belief it is the assignee of the entire
 right, title, and interest in and to the above-referenced patent application and represents that the
 undersigned is a representative authorized and empowered to sign on behalf of the assignee.
 Upon information and belief, the assignment documents that evidence the placement of title in
 the assignee were recorded in the U.S. Patent and Trademark Office on May 21, 2004 at Reel
 015349 and Frame 0483 and are attached herewith.

Pursuant to 37 C.F.R. §§ 1.36 and 3.71, the assignee hereby revokes all powers of attorney previously given and appoints the practitioners associated with Customer Number 08791 as the assignee's respective patent attorneys and patent agents, with full power of substitution and revocation, to prosecute this application and to transact all business in the Patent and Trademark Office connected herewith.

Pursuant to 37 C.F.R. § 3.71, the assignee hereby states that prosecution of the above-referenced patent application is to be conducted to the exclusion of the inventor(s).

Dated: 8/8/05 Assignee of Interest: SMaL Camera Technologies
By: Neil Weiss (Type or Print)
Name: Neil Weiss
(Type or Print)

Title: Treasurer & Secretary
(Type or Print)

Address of Assignee of Interest:
10 Wilson Road, 3rd Floor
Cambridge, MA 02138-1128

Respectfully submitted,
BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP
Dated: 10/11/05 By: Daniel E. Ovanezian
Name: Daniel E. Ovanezian
(Type)
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CERTIFICATE OF FACSIMILE TRANSMISSION
I hereby certify that this correspondence is being transmitted by facsimile to the Patent and Trademark Office (Central Facsimile Number 571-273-8300) on 10/11/05

By Juanita Briscoe Date 10/11/05

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A S S I G N M E N T

Know all men by these presents that:

WHEREAS we,

Hae-Seung Lee
63 Notre Dame Road
Bedford, MA 01730

and

Keith Glen Fife
71 Barnes Court, Apt. C
Stanford, CA 94305

and

Lane G. Brooks
24 Rosedale Road
Watertown, MA 02472

have made an invention for

**PRECISE CMOS IMAGER TRANSFER FUNCTION CONTROL FOR EXPANDED
DYNAMIC RANGE IMAGING USING VARIABLE-HEIGHT MULTIPLE RESET PULSES**

described in the application filed with the United States Patent and Trademark Office on January 5, 2004 as Serial No. 10/751,562 which claims priority under 35 USC §119(e) from United States Provisional Patent Application Serial No. 60/438,683 filed January 8, 2003; and

Delaware HSL 8/05/05 LB 8/05/05 KF 8/05/05

WHEREAS Smal Camera Technologies a corporation duly organized and existing under the laws of Massachusetts and having a place of business at 10 Wilson Road, 3rd Floor, Cambridge, MA 02138-1128, for the benefit of itself, its successors and assigns, all inclusively hereinafter referred to as the Assignee, is desirous of acquiring the entire right, title and interest in and to the said invention, the said application, all inventions disclosed in said application and any and all Letters Patent of the United States and of all other countries which may be granted for the said invention or inventions, or any of them;

NOW, THEREFORE, for good and valuable consideration provided by said Assignee, the receipt whereof is hereby acknowledged, we do hereby sell, assign and transfer to the said Assignee the entire right, title and interest in and to the said invention, inventions and application, including all priority rights arising therefrom, all inventions disclosed in said application, and any and all Letters Patent of the United States, and of all other countries, together with the right to apply for such Letters Patent, which may be granted for the said invention, inventions or any of them,

TO HAVE, HOLD AND ENJOY the said invention, the said application, and the said Letters Patent, to said

SMaL Camera Technologies

its successors and assigns, to its and their own use and behoof to the full end of the term or terms for which the said Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by us had this assignment and sale not been made.

AND we hereby authorize and request the Commissioner of Patents of the United States and the appropriate officers of all foreign patent offices to issue any and all Letters Patent which may be granted on the said application or applications above referred to, or for the said invention, or any of them, to the said Assignee in accordance with the terms of this instrument.

AND we hereby agree to execute and sign without further consideration any other legal document and any other assignments and any divisional, continuing, renewal, reissue or other application in and for all patents that may be appropriate and may be deemed necessary by the Assignee fully to secure to said Assignee its interests as aforesaid in and to the said invention or any part thereof and in and to the said patents or any of them.

AND we further covenant and agree that we will at any time upon request communicate to the said Assignee, its successors, assigns or other legal representatives, any facts known to us relating to the said invention and any patent that may be granted thereon, and will testify as to the same in any interference or litigation when requested to do so.

AND we hereby covenant for ourselves and our legal representatives that we have not hitherto assigned or granted any license to make, use or sell said invention, and that we will not henceforth purport to assign, license or execute any instrument to that effect in conflict with this assignment.

5/17/04

Date

Hae Seung Lee
HAE SEUNG LEE

5/14/04

Date

Keith G. Fife
KEITH GLEN FIFE

5/14/04

Date

Lane G. Brooks
LANE G. BROOKS